

**2013 INTERLOCAL COOPERATION AGREEMENT
BETWEEN WEBER COUNTY CITIES AND
WEBER COUNTY
FOR
UPDES GENERAL PERMIT**

THIS AGREEMENT is entered into this ____ day of _____, 2013 among, by and between the following parties: WEBER COUNTY, a body corporate and politic of the State of Utah, and the following cities, each of which is a municipal corporation of the State of Utah: FARR WEST, HARRISVILLE, HOOPER, MARRIOTT-SLATERVILLE, NORTH OGDEN, OGDEN, PLAIN CITY, PLEASANT VIEW, RIVERDALE, ROY, SOUTH OGDEN, UINTAH, WASHINGTON TERRACE, and WEST HAVEN.

WITNESSETH:

WHEREAS, the parties are “public agencies” and are therefore authorized by the *Utah Interlocal Cooperation Act*, §11-13-101, *et seq.*, *Utah Code Annotated*, to enter into agreements with each other for joint or cooperative action; and

WHEREAS, the Environmental Protection Agency (EPA) has published its “Final Rule” setting forth the National Pollutant Discharge Elimination System (NPDES) permit application rules and regulations for stormwater discharges to municipal separate storm sewer systems; and

WHEREAS, the State of Utah, through its Department of Environmental Quality, Division of Water Quality (DWQ), has statutory rulemaking authority and authority to issue pollutant discharge elimination system permits within the State of Utah pursuant to the rules and regulations of the Utah Pollutant Discharge Elimination System (UPDES); and

WHEREAS, the State of Utah has issued a General Permit for Discharges from Small Municipal Separate Storm Sewer Systems, Permit No. UTR 090000 (the “Permit”), to each party

of this agreement, which Permit is incorporated herein by this reference; and

WHEREAS, the rules and regulations provide that more than one entity may jointly implement activities to comply with UPDES permit requirements, (under section 4.3 of the General Permit for Discharges from Small Municipal Separate Storm Sewer Systems); and

WHEREAS, the parties are willing to jointly implement activities to fulfill a portion of the UPDES permit requirements; and

WHEREAS the parties now desire to enter into this Agreement setting forth their present understanding as to their respective responsibilities with regard to their participation as permittees under their general Permit.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. As permittees, the parties agree to jointly implement and enforce within their own jurisdictions, their respective responsibilities for complying with the Permit requirements including but not limited to, those responsibilities and requirements set forth in parts 4.0, 5.0, and 6.0 of the Permit.
2. No separate entity is created by this Agreement. The administration of this agreement shall be done by the public works directors of each party, or their official designee, constituting the Weber County Storm Water Coalition (the Coalition). Each party will have one vote.
3. The parties agree that each party shall be responsible to pay for those costs relating to their own stormwater systems, and that the parties shall reimburse each other for expenses incurred in providing services for each other as may be agreed by the parties

concerning the various tasks and responsibilities required under the Permit.

4. As reasonably necessary, the parties agree to assist each other in providing and sharing information, drawings, plans, data, etc., which are required to comply with the requirements set forth in the Permit. The specific activities that the parties agree to assist each other in are set forth as follows:

- a. Jointly purchase educational and training materials, as determined by the Coalition, for distribution to:
 - i. Residents
 - ii. Businesses
 - iii. Developers/contractors
 - iv. Municipal Separate Storm Sewer System (MS4) Industrial facilities
- b. Use the Coalition as a county-wide committee to:
 - i. train personnel
 - ii. create partnerships
 - iii. obtain input and feedback from special interest groups
- c. Annually contribute updated storm drain system information for county-wide mapping purposes
- d. Jointly prepare and promote a model ordinance that addresses:
 - i. Illicit discharges
 - ii. Construction site storm water runoff
 - iii. Long-term storm water management
- e. Jointly arrange for and provide education about hydrologic methods and

criteria for sizing post-construction BMPs

f. Jointly participate to develop draft Standard Operating Procedures

5. The parties agree that the duration of this Agreement shall commence upon entry and shall continue to coexist in time with the duration of the existing Permit, which Permit shall expire at midnight, July 31, 2015, unless the existing permit shall be continued after expiration as provided in the Permit. The parties agree that this Agreement shall not apply to any subsequent permits unless the parties agree in writing to extend this Agreement.

6. In the event that any property is acquired by the parties jointly for the undertaking, and paid for by them, then it shall be divided as the parties' representatives shall agree, or if no agreement is reached, then it shall be divided according to their respective payments for property, or if it cannot be practically divided, then the property shall be sold and the proceeds divided according to the parties' proportionate share of the purchase of the item of property. If property is purchased at one party's sole expense in connection with this Agreement, then the property so purchased shall be and remain the property of the party which purchased it.

7. This Agreement embodies the entire agreement between the parties hereto and it cannot be altered except in a written amendment which is signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first above written.